

**BOARD OF COUNTY COMMISSIONERS**  
**Agenda Item Summary**

**Meeting Date**      May19, 2004

**Division**      **County Attorney**

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**AGENDA ITEM WORDING**

Approval of an Interlocal Agreement with FKAA to provide funding for the planning of the Duck Key with a central wastewater treatment system.

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**ITEM BACKGROUND**

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**PREVIOUS RELEVANT BOCC ACTION**

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**CONTRACT/AGREEMENT CHANGES**

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**STAFF RECOMMENDATIONS**

Approval.

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**TOTAL COST**

**BUDGETED**    Yes    No

**COST TO COUNTY**

**SOURCE OF FUNDS**

**APPROVED BY:**    County Attorney ■      OMB/Purchasing !    Risk Management !

**DIVISION DIRECTOR APPROVAL:**

  
J. R. COLLINS

**DOCUMENTATION:**

Included X

To Follow !

Not Required !

**AGENDA ITEM #** \_\_\_\_\_

K3

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is entered into pursuant to Sec. 163.01, FS., by and between Monroe County, a political subdivision of the State of Florida, (County), and the Florida Keys Aqueduct Authority, Inc., an independent special district, (FKAA).

**WHEREAS**, the County is authorized by Sec. 125.01(1), FS, to provide, assist in providing, and fund centralized wastewater treatment systems;

**WHEREAS**, Chap. 99-395, Sec. 6, Laws of Florida, and the County's Comprehensive Plan require that certain wastewater treatment levels be achieved by 2010, levels which can best be achieved by central wastewater treatment systems;

**WHEREAS**, the FKAA is authorized by Chap. 76-441, Laws of Florida, to design, construct, and operate, wastewater treatment systems;

**WHEREAS**, the County and the FKAA have determined that environmental concerns have created an urgent need to provide Duck Key with central wastewater treatment capability; and

**WHEREAS**, the County desires to allocate funds to the FKAA for the planning, survey and conceptual design of a central wastewater treatment system for Duck Key; now, therefore

**IN CONSIDERATION** of the mutual consideration and premises set forth below, the parties agree as follows:

1. The County shall immediately appropriate, from any lawfully available source, the sum of \$150,000.00 for the planning, survey and conceptual design of a centralized wastewater collection and treatment system for Duck Key.
2. All funds provided by the County to the FKAA under this agreement may only be spent for the purposes described in paragraph 1, of this agreement. Commencing on June 1, 2004, the County shall pay to the FKAA 20% of the \$150,000.00 allocated to the FKAA. Thereafter, the FKAA may request additional payments of 20% upon submission of documentation of previous expenditures equaling 20% of the total amount until the total amount allocated by the County is exhausted. For funds forwarded or transferred to the FKAA under this agreement, the FKAA must establish fiscal control and fund accounting procedures that comply with generally accepted government accounting principles, satisfactory to the Clerk, in order to assure that the funds allocated to the FKAA are spent for the purposes set forth in this agreement. All FKAA financial records pertaining to this agreement must be made available, upon request, to the Clerk, an auditor employed by the County or the State of Florida. Any funds transferred by the County to the FKAA under this agreement that are determined by the Clerk, an auditor employed by the County or employed by the State to have been spent on a purpose not

contemplated by this agreement must be paid back to the County with interest calculated pursuant to Sec. 55.03(1), F.S., from the date the auditor determines the funds were expended for a purpose not authorized by this agreement. The FKAA agrees to provide the Clerk with quarterly status reports concerning the expenditure of these funds in sufficient detail to demonstrate compliance with the provisions of this agreement.

3. The parties agree that this written document represents their final mutual agreement and replaces any prior agreement, understandings, or communications on the subject matter of this agreement, whether written or oral.

4. This agreement will take effect on the date a copy executed by both parties is filed with the Clerk of the Courts of Monroe County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



THE FLORIDA KEYS AQUEDUCT AUTHORITY

By: [Signature] 4-30-04  
James C. Reynolds  
Executive Director

ATTEST:

[Signature]  
Clerk

FKAA Board Approved: April 29, 2004

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Mayor, Chairman

ATTEST:

\_\_\_\_\_  
Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
ROBERT N. WOLFE  
CHIEF ASSISTANT/COUNTY ATTORNEY  
Date 5-5-04